

**COUNTY COUNCIL
OF
HARFORD COUNTY, MARYLAND**

BILL NO. 01-18_____

Introduced by Council President Hirsch at the request of the County Executive

Legislative Session Day No. 01-25_____

Date: August 7, 2001_____

AN ORDINANCE approving and providing for a multi-year Installment Purchase Agreement by Harford County, Maryland to acquire development rights in up to 70 acres of agricultural land located at 2952 Bradenbaugh Road, White Hall, Maryland from Audrey Riker, or any other owner thereof for a maximum purchase price of \$1,720.31 per acre or portion thereof (excluding one acre for any existing residential dwelling); providing that the County's obligation to pay such purchase price and interest thereon shall be a full faith and credit general obligation of the County; providing for the levying of taxes for such payments; authorizing the County Executive to make modifications in such Agreement under certain circumstances; providing for and determining various matters in connection therewith.

By the Council, August 7, 2001_____

Introduced, read first time, ordered posted and public hearing scheduled

on: September 4, 2001_____

at: 7:15 p.m._____

By Order: James E. Massey Jr., Council Administrator

PUBLIC HEARING

Having been posted and notice of time and place of hearing and title of Bill having been published according to the Charter, a public hearing was held on September 4, 2001_____, and concluded on September 4, 2001_____.

James E. Massey Jr., Council Administrator

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW. [Brackets] indicate matter deleted from existing law. Underlining indicates language added to Bill by amendment. Language lined through indicates matter stricken out of Bill by amendment.

RECITALS

1
2
3
4 In accordance with the provisions of Section 524 of the
5 Charter of Harford County (the "Charter"), the Annual Budget and
6 Appropriation Ordinance of Harford County, Maryland (the
7 "County") the Budget for fiscal year 2000, Bill No. 01-9 (the
8 "Budget Ordinance") includes a project permitting the County to
9 enter into installment purchase agreements to acquire development
10 rights in agricultural lands located within the County, which
11 Budget Ordinance was adopted by the County Council of Harford
12 County, Maryland (the "County Council"), in accordance with the
13 Charter.

14 Section 520 of the Charter provides that "any contract,
15 lease or other obligation in excess of three thousand dollars
16 (\$3,000) requiring the payment of funds from the appropriations
17 of a later fiscal year shall be authorized by legislative act,
18 and Section 524 of the Charter provides that the County may incur
19 debt and pursuant to Bill No. 93-2 passed by the County Council
20 on April 6, 1993, approved by the County Executive of the County
21 on April 20, 1993, and effective on June 21, 1993 (the
22 "Authorizing Act"), the County has been authorized and empowered
23 to enter into installment purchase agreements to purchase
24 easements for agricultural land preservation purposes

25 The Authorizing Act provides that after review by the
26 Harford County Agricultural Advisory Board in accordance with the
27 County's Easement Priority Ranking System and approval by the
28 Harford County Board of Estimates, the County Council, may
29 approve and provide for the acquisition of the development rights

1 in each particular parcel of agricultural land, as defined in the
2 Authorizing Act.

3 Attached to this Ordinance as Exhibit A is an application to
4 sell a development rights easement signed by the landowner where
5 agricultural land is the subject of this Ordinance.

6 Attached to this Ordinance as Exhibit B are records of The
7 Harford County Agricultural Advisory Board evaluating all
8 applications to offer development right easements to the County,
9 with each application ranked pursuant to the County's easement
10 priority ranking system.

11 The County has now determined to enter into an Installment
12 Purchase Agreement with Audrey Riker, or any other person who is
13 or becomes the owner of all or any portion of the Land
14 (hereinafter defined) prior to execution and delivery of such
15 Agreement, in order to acquire the development rights in
16 approximately 70 acres, more or less, of agricultural land
17 located at 2952 Bradenbaugh Road, White Hall, Maryland within the
18 County for an aggregate purchase price not in excess of
19 \$120,421.70, plus interest thereon, the actual amount of the
20 purchase price to be equal to the lesser of such maximum amount
21 or \$1,720.31 times the number of acres in such land (minus one
22 acre for any existing residential dwelling located thereon), upon
23 the terms and conditions hereinafter set forth.

24 NOW, THEREFORE:

25 SECTION 1. BE IT ENACTED BY THE COUNTY COUNCIL OF HARFORD
26 COUNTY, MARYLAND, That

1 (a) Harford County, Maryland (the "County") shall
2 enter into an Installment Purchase Agreement (the "Installment
3 Purchase Agreement") with Audrey Riker, or any person who is or
4 becomes the owner of all or any portion of the Land (hereinafter
5 defined) prior to the execution and delivery of the Installment
6 Purchase Agreement (the "Seller") in order to acquire the
7 development rights in approximately 70 acres of land, more or
8 less, located at 2952 Bradenbaugh Road, White Hall, Maryland
9 21161 within the County (the "Land"), for an aggregate purchase
10 price not in excess of \$120,421.70 (the "Purchase Price"), plus
11 interest thereon as hereinafter provided; provided that the
12 actual amount of the Purchase Price shall be equal to the lesser
13 of such maximum amount or \$1,720.31 multiplied by the number of
14 acres in the Land (minus one acre for any existing residential
15 dwelling located thereon);

16 (b) The Installment Purchase Agreement shall be in
17 substantially the form attached hereto as Exhibit C and made a
18 part hereof, and in such form the Installment Purchase Agreement
19 is hereby approved as to form and content. The Installment
20 Purchase Agreement shall be dated as of the date of its execution
21 and delivery by the County and the Seller (the "Closing Date");

22 (c) A portion of the Purchase Price, in the amount
23 determined as hereinafter provided, shall be paid in cash on the
24 Closing Date. The balance of the Purchase Price shall be paid to
25 the Seller in each year thereafter to and including a date not
26 more than twenty (20) years after the Closing Date. The dates on
27 which each such installment is payable shall be determined by the

County Executive and the Treasurer and shall be inserted in the form of the Installment Purchase Agreement attached hereto as Exhibit C;

(d) Interest on the unpaid balance of the Purchase Price shall accrue from the Closing Date and shall be payable at least annually in each year, commencing on the first of such dates to follow the Closing Date and continuing to and including a date not more than 20 years after the Closing Date at an interest rate equal to the yield on U.S. Treasury STRIPS maturing on the date next preceding the final maturity date in the Installment Purchase Agreement determined as of the business day preceding the Closing Date and rounded to the next highest 0.05% per annum. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months;

(e) The County's obligation to make payments of the Purchase Price under the Installment Purchase Agreement and to pay interest thereon is and shall be a general obligation of the County and is and shall be made upon its full faith and credit.

SECTION 2. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF HARFORD COUNTY, MARYLAND,

That it is hereby found and determined that:

(a) The acquisition of the development rights in the Land as set forth in Section 1 of this Ordinance, and in the form of the Installment Purchase Agreement attached hereto as Exhibit C is in the best interests of the County;

(b) The Installment Purchase Agreement is a contract providing for the payment of funds at a time beyond the fiscal

1 year in which it is made and requires the payment of funds from
2 appropriations of later fiscal years;

3 (c) Funds for the payment of the Purchase Price under
4 the Installment Purchase Agreement are included in the Budget
5 Ordinance, As Amended;

6 (d) The County shall acquire the development rights in
7 the Land in perpetuity;

8 (e) The Purchase Price is within the legal limitation
9 on the indebtedness of the County as set forth in Article 25A, §
10 5(P) of the Annotated Code of Maryland;

11 (f) The cost of acquiring the development rights in
12 the Land is equal to the Purchase Price;

13 (g) The only practical way to acquire the development
14 rights in the Land is by private negotiated agreement between the
15 County and the Seller.

16 SECTION 3. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF
17 HARFORD COUNTY, MARYLAND, That the Installment Purchase Agreement
18 shall be signed by the County Executive of the County (the
19 "County Executive") by his manual signature, and the Installment
20 Purchase Agreement shall bear the corporate seal of the County,
21 attested by the manual signature of the Director of
22 Administration of the County (the "Director of Administration").

23 In the event that any officer whose signature shall appear on
24 the Installment Purchase Agreement shall cease to be such officer
25 before the delivery of the Installment Purchase Agreement, such
26 signature shall nevertheless be valid and sufficient for all

1 purposes, the same as if such officer had remained in office
2 until delivery.

3 SECTION 4. AND BE IT FURTHER ENACTED BY THE COUNTY COUNCIL
4 OF HARFORD COUNTY, MARYLAND, That the County Executive and the
5 Treasurer are hereby authorized, prior to execution and delivery
6 of the Installment Purchase Agreement, to make such changes or
7 modifications in the form of the Installment Purchase Agreement
8 attached hereto as Exhibit C as may be required or deemed
9 appropriate by them in order to accomplish the purpose of the
10 transactions (including, but not limited to, determining the
11 portion of the Purchase Price to be paid in cash on the Closing
12 Date and establishment of interest and principal payment dates in
13 each year that the Installment Purchase Agreement is outstanding)
14 authorized by this Ordinance; provided that such changes shall be
15 within the scope of the transactions authorized by this Ordinance
16 and the execution of the Installment Purchase Agreement by the
17 County Executive shall be conclusive evidence of the approval by
18 the County Executive of all changes or modifications in the form
19 of the Installment Purchase Agreement and shall thereupon become
20 binding upon the County in accordance with its terms, as
21 authorized by Section 524 of the Charter and the Authorizing Act
22 (collectively, the "Enabling Legislation"), and as provided for
23 in this Ordinance.

24 SECTION 5. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF
25 HARFORD COUNTY, MARYLAND, That the County Executive, the Director
26 of Administration, the Treasurer of the County and other
27 officials of the County are hereby authorized and empowered to do

1 all such acts and things and to execute, acknowledge, seal and
2 deliver such documents (including a Tax Certificate and
3 Compliance Agreement) and certificates as the County Executive
4 may determine to be necessary to carry out and comply with the
5 provisions of this Ordinance subject to the limitations set forth
6 in the Enabling Legislation and any limitations set forth in this
7 Ordinance.

8 SECTION 6. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF
9 HARFORD COUNTY, MARYLAND, That the Treasurer of the County is
10 hereby designated and appointed as registrar and paying agent for
11 the Installment Purchase Agreement (the "Registrar"). The
12 Registrar shall maintain, or cause to be maintained, books of the
13 County for the registration and transfer of ownership of the
14 Installment Purchase Agreement. In addition, the County may,
15 from time to time, designate and appoint the Department of the
16 Treasury of the County, any officer or employee of the County or
17 one or more banks, trust companies, corporations or other
18 financial institutions to act as a substitute or alternate
19 registrar or paying agent for the Installment Purchase Agreement,
20 and any such substitute or alternate shall be deemed to be the
21 Registrar or an alternate Registrar for all purposes specified in
22 the resolution appointing such substitute or alternate. Any such
23 appointment shall be made by the County Council by resolution and
24 the exercise of such power of appointment, no matter how often,
25 shall not be an exhaustion thereof.

26 SECTION 7. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF
27 HARFORD COUNTY, MARYLAND, That for the purpose of paying the

1 installments of the Purchase Price when due and payable and the
2 interest on the unpaid portion of the Purchase Price when due and
3 payable, there is hereby levied, and there shall hereafter be
4 levied in each fiscal year that any portion of the Purchase Price
5 payable under the Installment Purchase Agreement remains
6 outstanding, *ad valorem* taxes on real and tangible personal
7 property and intangible property subject to taxation by the
8 County, without limitation of rate or amount, and, in addition,
9 upon such other intangible property as may be subject to taxation
10 by the County within limitations prescribed by law, in an amount
11 sufficient, together with the portion of the transfer tax imposed
12 on transfers of real property in Harford County which is
13 dedicated to agricultural land preservation and other available
14 funds, to pay any installment of the Purchase Price under the
15 Installment Purchase Agreement maturing during the succeeding
16 year and to pay the annual interest on the outstanding balance of
17 the Purchase Price until all of the Purchase Price under the
18 Installment Purchase Agreement and such interest have been paid
19 in full; and the full faith and credit and the unlimited taxing
20 power of the County are hereby irrevocably pledged to the
21 punctual payment of the Purchase Price under the Installment
22 Purchase Agreement and the interest on the unpaid balance of the
23 Purchase Price as and when the same respectively become due and
24 payable.

1 SECTION 8. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF
2 HARFORD COUNTY, MARYLAND, That this Ordinance shall take effect
3 sixty (60) calendar days after it becomes law.

4 EFFECTIVE: November 6, 2001

5
6
7 The Council Administrator of the
8 Council does hereby certify that
9 fifteen (15) copies of this Bill
10 are immediately available for
11 distribution to the public and the
12 press.
13

14 James E. Massey, Jr.
15 Council Administrator
16
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24

#7040936

BILL NO. 01-18

HARFORD COUNTY BILL NO. 01-18

Brief Title) Aq Land Preservation - Riker Property

is herewith submitted to the County Council of Harford County for enrollment as being the text as finally passed.

CERTIFIED TRUE AND CORRECT

ENROLLED

James E. Massey, Jr.
Administrator

[Signature]

Date 9-4-01

Date 9-4-01

BY THE COUNCIL

Read the third time.

Passed: LSD 01-26 (September 4, 2001)

Failed of Passage: _____

By Order

James E. Massey, Jr.
Council Administrator

Sealed with the County Seal and presented to the County Executive for approval this 6th day of September, 2001, at 4:00 p.m.



James E. Massey, Jr.
Council Administrator

BY THE EXECUTIVE

[Signature]
COUNTY EXECUTIVE

APPROVED:

Date 9-7-01

BY THE COUNCIL

This Bill (No. 01-18), having been approved by the County Executive and returned to the County Council, becomes law on September 7, 2001.

James E. Massey, Jr.
Council Administrator

EFFECTIVE: November 6, 2001

BILL NO. 01-18

EXHIBIT A

Application

1
2
3

FILE NUMBER _____

APPLICANT R. L. Riker

HARFORD COUNTY AGRICULTURAL LAND PRESERVATION PROGRAM

Application to Sell Development Rights and Create an Agricultural Preservation Easement

I/We Audrey Riker
landowner(s) of eligible agricultural land, described herein, that is zoned AG Agricultural, and
is in a State or County Agricultural Preservation District in Harford County, Maryland, apply to
Harford County Department of Planning & Zoning to sell development rights and create an
easement pursuant to Chapter 60 of the Harford County Code, as amended.

This application to sell is based upon the entire acreage as stated in the description
in the deed of property, less one acre for each existing dwelling located on the property
totalling 58 easement acres.

1. PROPERTY DESCRIPTION INFORMATION

A. Owner's Name(s):

Audrey Riker

FILE NUMBER _____

APPLICANT R. Lier

B. Owner's Children's Names: N/A

C. Owner's Telephone Number(s): Home 410-357-5300 Work _____

D. Owner's Mailing Address: _____ Property Address (if different): _____

2952 Bradenbough Road
White Hall MD 21161

E. Total easement acreage: 61.47 (attach copy of most recent tax bill)
Tax account number: 04 056337

F. Deed reference numbers (liber/folio) 1027 / 0093
(attach copy of all deeds listed)

G. Number of total dwelling units currently on the property: 2 (two)
(Please also indicate number of tenant dwellings: _____)

H. Current zoning of the property: AG

I. Tax Map Reference Number: 23 (attach copy of map) / parcel 75

J. Is a current Soil and Water Conservation Plan in effect?

Yes ☒ or No ☐ (attach copy of plan)

K. Have Development Rights been subdivided or transferred from this property?

Yes ☐ or No ☒ If yes, how many? _____

L. Have you ever sold or donated an easement to the State of Maryland or Harford County, or, are there any other deed restrictions on this property?

Yes ☐ or No ☒

FILE NUMBER _____

APPLICANT R. L. Hor

M. Briefly describe the farming operation: _____

Thaytwood horse operation, pasture divided into paddocks.

N.

<u>Land Use</u>	<u>Acres</u>	<u>U.S.D.A. Soil Class</u>
-----------------	--------------	----------------------------

<u>pasture</u>	<u>31</u>	<u>(see soil sheet)</u>
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<u>woodland</u>	<u>19</u>	
-----------------	-----------	--

<u>headquarters/barns</u>	<u>12</u>	
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--	--	--

--	--	--

--	--	--

--	--	--

TOTAL:		(should equal line E)
--------	--	-----------------------

(see soil description sheet)

Total Acres Class I Soil: _____

Total Acres Class II Soil: _____

Total Acres Class III Soil: _____

Total Acres Class IV Soil: _____

Total Acres Woodland Class I Soil: _____

Total Acres Woodland Class II Soil: _____

Total Acres Other Soils: _____

Soil Productivity Score: _____

FILE NUMBER _____

APPLICANT R. L. W. R.

O. Roads adjoining the farm property: Bradenbaugh Road

Total feet of road frontage bordering the property? 100' feet

P. List all structures currently on the property. (Approximate size and dimension or capacity)

Home

Garage

(2) Bams + (several) outsheds

FILE NUMBER _____

APPLICANT R. Wor

2. **MINERAL RIGHTS:** Does a party or parties other than yourself own or lease mineral rights on this property? Yes ____ No X. If yes, secure signatures and addresses of such parties:

I (We) hereby agree to subordinate my (our) interest in this property to Harford County.

Name of Individual or Company

Name of Individual or Company

Street Address

Street Address

City State Zip Code

City State Zip Code

Signature of Individual or Date
Company Representative

Signature of Individual or Date
Company Representative

Phone No.: _____

Phone No.: _____

3. **MORTGAGES OR LIENS:** Is there a mortgage or other lien on this property?
Yes X No _____. If yes, secure signatures, requirements (if any), and addresses of such holders: Home Equity at Maryland National Bank

I hereby certify that as mortgage or other lien holders, that I am aware of the land-owners intentions to submit application to Harford County for easement sale and I do recommend that Harford County pursue the review of the subject property for a potential easement acquisition under the programs provision. I, serving as mortgage or lien holder will _____, will not _____, require terms, and conditions, associated with the mortgage or lien interest of the subject property before authorizing and signing the easement purchase contract and the subordination agreement as part of the Deed of Agricultural Preservation Easement settlement. The required terms, and conditions are as follows:

(\$36,000)

(continued on page 6)

FILE NUMBER _____

APPLICANT Rilber

Name of Individual or Company

Name of Individual or Company

Street Address

Street Address

City State Zip Code

City State Zip Code

Signature of Individual or Company Representative Date

Signature of Individual or Company Representative Date

Phone No.:

Phone No.:

4. **CERTIFICATION OF SOIL CONSERVATION PLAN**

The Harford County Soil Conservation District hereby certifies that _____
has the following status with the Soil Conservation Service regarding the
subject property:

1. _____ Soil and water conservation plan on file.
2. _____ Soil and water conservation is on file; however, it is not complete
or 100% implemented.
Tract No. _____
3. _____ Soil and water conservation plan is on file and it is complete and
is 100% implemented.
Tract No. _____
4. _____ Other: (Reference to Woodland Management Plan).

The landowner acknowledges that if the development rights are purchased by Harford County, he/she will implement a soil and water conservation plan developed by the Soil Conservation District according to the schedule of implementation.


X  X 8/2/93
Signature of Landowner Date

Signature of District Official Date

FILE NUMBER _____

APPLICANT River


Landowner Signature

 8/2 93
Date

Landowner Signature

Date

Landowner Signature

Date

Landowner Signature

Date

MAIL TO:

**HARFORD COUNTY
DEPARTMENT OF PLANNING AND ZONING
220 SOUTH MAIN STREET
BEL AIR, MARYLAND 21014
(410) 638-3103**

5. CERTIFICATION OF COMPLETE EASEMENT APPLICATION

The Harford County Department of Planning and Zoning certifies that _____
_____ has submitted an easement application on _____.


Program Administrator

9/1/93
Date

EXHIBIT B

Records of The Harford County Agricultural Advisory
Board evaluating and ranking applications pursuant
to the County's easement priority ranking system.

FY2002 Harford County Agricultural Land Preservation Easement Offers

Rank	Name	Acres	Points
1	Zora R. DePuey 3417 Cedar Church Road Darlington MD 21034	104.7	206.87
2	Hazel L. Wiley 5576 Norrisville Road White Hall, MD 21161	52	206.14
3	Audrey Riker 2952 Bradenbaugh Road White Hall MD 21161	62	205.6
4	Austin N. & Michael N. Rowan & Marcia Rowan Rutherford 4455 Flintville Road Whiteford, MD 21160	107	170.12
5	Charles B. & Susan R. Rosseau 4325 Federal Hill Road Street, MD 21154	95	159.82
6	Selma M. King 4705 Madonna Road White Hall, MD 21161	189	145.23
7	Grant Bosely 900 Mine Branch Road Street, MD 21154	112	136.93
8	Douglas W. & Nancy M. Verzi 4421 Fox Chaser Lane White Hall MD 21161	40	127.24

EXHIBIT C

Form of Installment Purchase Agreement

1
2
3
4
5
6

AUDREY RIKER

the Seller

and

HARFORD COUNTY, MARYLAND,

the County

INSTALLMENT PURCHASE AGREEMENT
(No. 2001-__)

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INSTALLMENT PURCHASE AGREEMENT

(No. 2001-__)

THIS INSTALLMENT PURCHASE AGREEMENT is made as of the ____ day of _____, 2001, between AUDREY RIKER (the "Seller") and HARFORD COUNTY, MARYLAND, a body politic and corporate of the State of Maryland (the "County").

RECITALS

A. Pursuant to and in accordance with Ordinance No. 93-2, now codified as Section 60-9 of the Harford County Code, as amended (the "Authorizing Act"), the County is authorized to preserve agricultural land in Harford County, Maryland by purchasing the development rights (as defined in the Authorizing Act) in agricultural lands located within the County.

B. The Seller is the owner in fee simple of certain agricultural real property located in Harford County, Maryland and more particularly described in Exhibit A to the Deed of Easement (hereinafter defined) (the "Land"). The Seller has offered to sell to the County the Seller's development rights in the Land and the County has accepted such offer, all upon and subject to the conditions set forth in this Agreement.

C. The County will receive the Seller's development rights in the Land for the purposes set forth in the Authorizing Act.

D. Except for the limited transferability described herein and in the Deed of Easement referred to herein, the transfer by the Seller of their development rights in the Land shall be in perpetuity.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Seller and the County hereby agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.1. Definitions. As used in this Agreement, the following terms have the following meanings, unless the context clearly indicates a different meaning:

"Agricultural Use" means the rights of the Seller to continue to use the Land in perpetuity for agricultural purposes which directly contribute to the production, processing, or storage of agricultural products as defined by the United States Department of Agriculture, including agricultural uses permitted within the Harford County Zoning Code.

"Building Lot" means a lot of two acres or less included as part of the Land on the date hereof, which is hereafter either (a) released from the encumbrance of the Deed of Easement for the purpose of creating a building lot for a dwelling for such original Seller, or (b) conveyed or to be conveyed by the original Seller (but not any heir, personal representative, successor or assign) to one or more of such original Seller's children for the purpose of creating a building lot for a dwelling for such child or children, all in accordance with the Deed of Easement.

"Business Day" or "business day" means a day on which (a) banks located in each of the cities in which the principal office of the County or the Registrar is located are not required or authorized by law or executive order to close for business, and (b) The New York Stock Exchange is not closed.

"Closing Date" means _____, 2001, the date of execution and delivery of this Agreement by the parties.

"Code" means the Internal Revenue Code of 1986, as amended. Each reference to the Code herein shall be deemed to include the United States Treasury Regulations in effect or proposed from time to time with respect thereto.

"County" means Harford County, Maryland, a body politic and corporate and a political subdivision created and existing under and by virtue of the Constitution and laws of the State, its successors and assigns.

"County Council" means the County Council of Harford County, Maryland.

"County Executive" means the County Executive of Harford County, Maryland.

"Deed of Easement" means the Deed of Easement dated _____, 2001, from the Seller to the County, which shall convey the Development Rights (but not the Agricultural Use) to the County in perpetuity, substantially in form attached hereto as Exhibit A.

"Development Rights" means the rights of the Seller in the Land to develop the Land for any purpose except those which are related directly to or as an accessory use of the Land for Agricultural Use. The term "Development Rights" shall not include the Agricultural Use.

"Enabling Legislation" means, collectively, (1) Section 524 of the Harford County Charter and (2) Ordinances 93-2 and 93-3 passed by County Council on April 6, 1993 approved by the County Executive on April 20, 1993, effective June 21, 1993 and codified as Section 60-9, of the Harford County Code, as amended, and (3) Bill No. 01-18 passed by the County Council on _____, approved by the County Executive on _____ and effective _____.

"Interest Payment Date" means _____ in each year commencing _____.

"Land" means the tract of land located in Harford County, Maryland, containing approximately ____ acres, less ____ acre of land containing ____ residence, and more particularly described in Exhibit A attached to the Deed of Easement and made a part thereof and by reference a part hereof; provided, however, that if (a) a Building Lot is released from the encumbrance of the Deed of Easement for the purpose of creating a building lot for a dwelling for the original Seller, or (b) the original Seller conveys one or more Building Lots to their children in accordance with the Deed of Easement, the Building Lots so released or conveyed shall not thereafter be considered to be part of the Land.

"Permitted Encumbrances" means the encumbrances listed on Exhibit B attached hereto and made a part hereof and any encumbrances on or with respect to the Land or any portion thereof hereafter approved by the County.

"Person" or "person" means any natural person, firm, association, corporation, company, trust, partnership, public body or other entity.

"Purchase Price" means _____ (\$ _____), the purchase price to be paid by the County to the Registered Owner in accordance with this Agreement.

"Registered Owner" means the registered owner of this Agreement as shown on the registration books maintained by the Registrar.

"Registrar" means the Treasurer of the County, or any other person hereafter appointed by the County to act as Registrar and paying agent for this Agreement.

"Seller" means Audrey Riker, her respective heirs, personal representatives, and assigns, and any other person who becomes the owner of the Land.

"State" means the State of Maryland.

SECTION 1.2. Rules of Construction. The words "hereof", "herein", "hereunder", "hereto", and other words of similar import refer to this Agreement in its entirety.

The terms "agree" and "agreements" contained herein are intended to include and mean "covenant" and "covenants".

References to Articles, Sections, and other subdivisions of this Agreement are to the designated Articles, Sections, and other subdivisions of this Agreement.

The headings of this Agreement are for convenience only and shall not define or limit the provisions hereof.

All references made (a) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders, and (b) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well.

ARTICLE II

SALE AND PURCHASE OF DEVELOPMENT RIGHTS

SECTION 2.1. Agreement to Sell and Purchase Development Rights. The Seller agrees to sell the Development Rights to the County and the County agrees to purchase the Development Rights from the Seller on the date hereof for a purchase price of \$_____ (the "Purchase Price").

SECTION 2.2. Delivery of Deed of Easement. In order to evidence the sale of the Development Rights to the County, the Seller shall execute and deliver to the County on the Closing Date the Deed of Easement. The Deed of Easement shall be recorded among the Land Records of Harford County, Maryland.

ARTICLE III

PAYMENT OF PURCHASE PRICE

SECTION 3.1. Payment of Purchase Price.

(a) The County shall pay a portion of the Purchase Price in the amount of _____ (\$_____) to the Seller on the Closing Date and shall pay the balance of the Purchase Price to the Registered Owner in installments on _____ and on the same day of each year thereafter to and including _____ (each an "Installment Payment Date"), in the amounts set forth in Schedule I attached hereto and made a part hereof.

(b) Interest on the unpaid balance of the Purchase Price shall accrue from the date hereof and shall be payable to the Registered Owner on _____ and annually thereafter in each year to and including _____ at the rate of ____% per annum. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months.

(c) Both the installments of the Purchase Price and the interest on the unpaid balance thereof are payable in lawful money of the United States of America, at the time of payment.

(d) Payment of interest on the unpaid balance of the Purchase Price shall be made by the County on each Interest Payment Date to the Registrar. Payments of the principal installments of the Purchase Price shall be made on each Installment Payment Date to the Registrar. The Registrar shall forward all such payments (other than the final installment of the Purchase Price) to the person appearing on the books of the County maintained by the Registrar as the Registered Owner, by check or draft mailed to the Registered Owner at the address of the Registered Owner as it appears on such registration books or, if the Registered Owner is a trustee who has issued certificates of participation in this Agreement, by wire transfer to such Registered Owner to the bank account number on file with the Registrar on the tenth day before the applicable Interest Payment Date or Installment Payment Date, or if such tenth day is not a Business Day, the Business Day next preceding such day. The final installment of the Purchase Price shall be paid by the

Registrar to the Registered Owner upon presentation and surrender of this Agreement at the office of the Registrar.

(e) The County's obligation to make payments of the Purchase Price hereunder and to pay interest on the unpaid balance of the Purchase Price is a general obligation of the County, and the full faith and credit and the taxing power of the County are irrevocably pledged to the punctual payment of the Purchase Price and the interest on the unpaid balance of the Purchase Price as and when the same respectively become due and payable.

SECTION 3.2. Registration and Transfer of this Agreement.

(a) Until the Purchase Price and all interest thereon have been paid in full, the Registrar, on behalf of the County, shall maintain and keep at the offices of the Registrar, registration books for the registration and transfer of this Agreement. The ownership of this Agreement may not be transferred or assigned, except upon the written approval of the County.

(b) The original Seller is the original Registered Owner. This Agreement shall be transferable only upon the written approval of the County and upon the books of the County maintained for such purpose by the Registrar, at the written request of the Registered Owner as then shown on such registration books or his attorney duly authorized in writing, upon presentation and surrender thereof, together with a written instrument of transfer substantially in the form attached hereto as Exhibit C, or as may otherwise be satisfactory to and approved by the Registrar in writing, duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the surrender for transfer of this Agreement, the Registrar shall complete the Schedule of Transferees attached hereto as Exhibit D with the name, address and tax identification number of the transferee Registered Owner, the date of the transfer and the outstanding principal balance of the Purchase Price as of the date of transfer; provided, however, that if there is any conflict between the information set forth in Exhibit D hereto and the registration books maintained by the Registrar, the information shown on such registration books shall control.

The County and the Registrar may deem and treat the person in whose name this Agreement is registered upon the books of the County maintained by the Registrar as the absolute owner of this Agreement, whether any payments hereunder shall be overdue or not, for the purpose of receiving payment of, or on account of, the Purchase Price and interest thereon and for all other purposes, and all such payments so made to any such Registered Owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon this Agreement to the extent of the sum or sums so paid, and neither the County nor the Registrar shall be affected by any notice to the contrary.

For every registration of transfer of this Agreement, the County or the Registrar may make a charge sufficient to reimburse themselves for any tax or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such transfer as a condition precedent to the exercise of the privilege of registering such transfer.

SECTION 3.3. Mutilated, Lost, Stolen or Destroyed Agreement. In the event that this Agreement is mutilated, lost, stolen or destroyed, the County and the Registered Owner (as then

shown on the registration books maintained by the Registrar) shall execute a substitute for this Agreement having the same terms as that of this Agreement mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Agreement, such mutilated Agreement shall first be surrendered to the Registrar, and, in the case of any lost, stolen or destroyed Agreement there shall be first furnished to the County and the Registrar evidence of such loss, theft or destruction satisfactory to the County and the Registrar, together with indemnity satisfactory to each of them in their sole discretion. The County and the Registrar may charge the Registered Owner requesting such new Agreement their expenses and reasonable fees, if any, in this connection. If after the delivery of such substitute Agreement, a bona fide purchaser of the original Agreement (in lieu of which such substitute Agreement was issued) presents for payment such original Agreement, the County and the Registrar shall be entitled to recover such substitute Agreement from the person to whom it was delivered or any other person who receives delivery thereof, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor or otherwise to the extent of any loss, damage, cost or expense incurred by the County and the Registrar in connection therewith.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

SECTION 4.1. Representations and Warranties of the County. The County makes the following representations and warranties:

- (a) The County is a body politic and corporate and a political subdivision of the State.
- (b) The County has the necessary power and authority to acquire the Development Rights, to enter into this Agreement, to perform and observe the covenants and agreements on its part contained in this Agreement and to carry out and consummate all transactions contemplated hereby. By proper action, the County has duly authorized the execution and delivery of this Agreement.
- (c) This Agreement has been duly and properly authorized, executed, sealed and delivered by the County, constitutes the valid and legally binding obligation of the County, and is enforceable against the County in accordance with its terms.
- (d) There are no proceedings pending or, to the knowledge of the County, threatened before any court or administrative agency which may affect the authority of the County to enter into this Agreement.

SECTION 4.2. Representations and Warranties of the Original Seller. The original Seller makes the following representations and warranties with respect to themselves, but not with respect to any transferee Seller:

- (a) The Seller has full power and authority to execute and deliver this Agreement and the Deed of Easement, and to incur and perform the obligations provided for herein and therein.

No consent or approval of any person or public authority or regulatory body is required as a condition to the validity or enforceability of this Agreement or the Deed of Easement, or, if required, the same has been duly obtained.

(b) This Agreement and the Deed of Easement have been duly and properly executed by the Seller, constitute valid and legally binding obligations of the Seller, and are fully enforceable against the Seller in accordance with their respective terms.

(c) There is no litigation or proceeding pending or, so far as the Seller knows, threatened before any court or administrative agency which, in the opinion of the Seller, will materially adversely affect the authority of the Seller to enter into, or the validity or enforceability of, this Agreement or the Deed of Easement.

(d) There is (i) no provision of any existing mortgage, indenture, contract or agreement binding on the Seller or affecting the Land, and (ii) to the knowledge of the Seller, no provision of law or order of court binding upon the Seller or affecting the Land, which would conflict with or in any way prevent the execution, delivery, or performance of the terms of this Agreement or the Deed of Easement, or which would be in default or violated as a result of such execution, delivery or performance, or for which adequate consents, waivers or, if necessary, subordinations, have not been obtained.

(e) There exist no liens or security interests on or with respect to the Land (other than Permitted Encumbrances), or such liens or security interests will be released or subordinated to the Development Rights.

(f) The Seller is not a nonresident alien of the United States of America for purposes of federal income taxation.

(g) The Social Security Number of the Seller, Audrey Riker, is _____. The Seller shall, upon request of the County, execute Treasurer Form W-9 and deliver the same to the County for filing.

The representations in subsections (f) and (g) above are made under penalties of perjury and the information contained therein may be disclosed by the County to the Internal Revenue Service. The Seller acknowledges that any false statement in such subsections could be punished by fine, imprisonment or both.

ARTICLE V

PROVISIONS RELATING TO EXCLUSION OF INTEREST FROM INCOME FOR FEDERAL INCOME TAXATION

SECTION 5.1. Intent of County and Tax Covenant of County. The County intends that the interest payable under this Agreement shall not be includible in the gross income of the Registered Owner for purposes of federal income taxation pursuant to Section 148 of the Code. Accordingly, the County shall not knowingly take or permit to be taken any other action or actions

or omit or fail to take any action, which would cause this Agreement to be an "arbitrage bond" within the meaning of Section 148 of the Code, or which would otherwise cause interest payable under this Agreement to become includible in the gross income of any Registered Owner for purposes of federal income taxation pursuant to Section 148 of the Code.

SECTION 5.2. Acknowledgment of Seller with Regard to Tax Consequences of Transaction. The Seller has received an opinion from Miles & Stockbridge P.C., Bond Counsel, dated the date hereof, to the effect that under existing laws, regulations, rulings and decisions, interest payable under this Agreement is not includible in the gross income of the Seller for federal income tax purposes, which opinion assumes continuous compliance with certain covenants in the Tax Certificate and Compliance Agreement to be executed and delivered by the County on the date of delivery of this Agreement and is otherwise limited in accordance with its terms. The Seller acknowledges that they have made their own independent investigation and have consulted with attorneys, accountants and others selected by the Seller in the Seller's sole discretion with respect to all other tax considerations related to the transaction contemplated hereby (including, but not limited to, installment sales treatment under Section 453 of the Code, charitable contribution deductions under Section 170 of the Code, and federal estate tax implications); and the Seller certifies that the Seller has not looked to or relied upon the County or any of its officials, agents or employees, or to Bond Counsel, with respect to any of such matters.

ARTICLE VI

THE REGISTRAR

SECTION 6.1. Appointment of Registrar. The Treasurer of the County, is hereby designated and appointed to act as Registrar for this Agreement.

SECTION 6.2. Change of Registrar and Appointment of Successor Registrar. The County shall have the right, subject to the terms of any agreement with the Registrar, to change the Registrar at any time by filing with the Registrar to be removed, and with the Registered Owner, an instrument in writing. Notwithstanding the foregoing, such removal shall not be effective until a successor Registrar has assumed the Registrar's duties hereunder.

SECTION 6.3. Qualifications of Successor Registrar. Any successor Registrar shall be either (a) the Treasurer of the County, (b) an officer or employee of the County, or (c) a bank, trust company or other financial institution duly organized under the laws of the United States or any state or territory thereof which is authorized by law and permitted under the laws of the State to perform all the duties imposed upon it as Registrar by this Agreement.

SECTION 6.4. Successor by Merger or Consolidation. If the Registrar is a bank, trust company or other financial institution, any institution or corporation into which the Registrar hereunder may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Registrar hereunder shall be a party or any institution or corporation succeeding to the corporate trust business (if any) of the Registrar, shall be the successor Registrar under this Agreement, without the execution or filing of any paper or any

further act on the part of the parties hereto, anything in this Agreement to the contrary notwithstanding.

ARTICLE VII

MISCELLANEOUS

SECTION 7.1. Successors of County. In the event of the dissolution of the County, all the covenants, stipulations, promises and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the County, the Seller, any other Registered Owner and the Registrar, shall bind or inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County shall be transferred.

SECTION 7.2. Parties in Interest. Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation, other than the County, the Seller, any other Registered Owner and the Registrar, any right, remedy or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County, the Seller, any other Registered Owner from time to time of this Agreement and the Registrar.

SECTION 7.3. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns, including, without limitation, all Registered Owners from time to time of this Agreement.

SECTION 7.4. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained herein or therein.

SECTION 7.5. Prior Agreements Canceled; No Merger. This Agreement shall completely and fully supersede all other prior agreements, both written and oral, between the County and the Seller relating to the acquisition of the Development Rights. Neither the County nor the Seller shall hereafter have any rights under such prior agreements but shall look solely to this Agreement and the Deed of Easement for definitions and determination of all of their respective rights, liabilities and responsibilities relating to the Land, the Development Rights and the payment for the Development Rights. In addition, this Agreement shall survive the execution and recording of the Deed of Easement in all respects and shall not be merged therein.

SECTION 7.6. Amendments, Changes and Modifications. This Agreement may not be amended, changed, modified, altered or terminated except by an agreement in writing between the County and the then-Registered Owner. An executed counterpart of any such amendment shall be attached to this Agreement and shall be binding upon such Registered Owner and all successor Registered Owners.

SECTION 7.7. No Personal Liability of County Officials. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, officer, agent or employee of the County in his or her individual capacity, and neither the officers or employees of the County nor any official executing this Agreement shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 7.8. Governing Law. The laws of the State shall govern the construction and enforcement of this Agreement.

SECTION 7.9. Notices. Except as otherwise provided in this Agreement, all notices, demands, requests, consents, approvals, certificates or other communications required under this Agreement to be in writing shall be sufficiently given and shall be deemed to have been properly given three Business Days after the same is mailed by certified mail, postage prepaid, return receipt requested, addressed to the person to whom any such notice, demand, request, approval, certificate or other communication is to be given, at the address for such person designated below:

County: Harford County, Maryland
County Office Building
220 South Main Street
Bel Air, Maryland 21014
Attention: Treasurer

with a copy to: A. Frank Carven, III, Esquire
County Attorney
County Office Building
220 South Main Street
Bel Air, Maryland 21014

Seller: Audrey Riker
2952 Bradenbaugh Road
White Hall, Maryland 21161

Registrar: James M. Jewell, C.P.A.
Treasurer
County Office Building
220 South Main Street
Bel Air, Maryland 21014

Any of the foregoing may, by notice given hereunder to each of the others, designate any further or different addresses to which subsequent notices, demands, requests, consents, approvals, certificates or other communications shall be sent hereunder.

SECTION 7.10. Holidays. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Agreement, shall not be a Business Day, such payment may, unless otherwise provided in this Agreement, be made or act performed or right exercised on the next succeeding Business Day with the same force and effect

as if done on the nominal date provided in this Agreement, and in the case of payment no interest shall accrue for the period after such nominal date.

WITNESS the signatures and seals of the parties hereto as of the date first above written.

HARFORD COUNTY, MARYLAND

[COUNTY'S SEAL]

By: _____
James M. Harkins
County Executive

ATTEST:

John J. O'Neill, Jr.
Director of Administration

WITNESS:

_____ (SEAL)
Audrey Riker

SELLER

SCHEDULE I

INSTALLMENTS OF
DEFERRED PORTION OF PURCHASE PRICE

Date of Payment

Amount Payable

Plus initial payment of purchase
price on _____

\$

TOTAL

\$

EXHIBIT B
TO INSTALLMENT
PURCHASE AGREEMENT

PERMITTED ENCUMBRANCES

EXHIBIT C
TO INSTALLMENT
PURCHASE AGREEMENT

ASSIGNMENT

FOR VALUE RECEIVED, AUDREY RIKER (the "Registered Owner"), subject to the approval of Harford County, Maryland, hereby sell[s], assign[s] and transfer[s] unto _____, without recourse, all of the Registered Owner's right, title and interest in and to the Installment Purchase Agreement to which this Assignment is attached; and the Registered Owner's hereby irrevocably directs the Registrar (as defined in such Agreement) to transfer such Agreement on the books kept for registration thereof. The Registered Owner hereby represents, warrants and certifies that there have been no amendments to such Agreement [except _____].

Date: _____

WITNESS OR ATTEST: _____

NOTICE: The signature on this Assignment must correspond with of the name of the Registered Owner as it appears on the registration books for the Installment Purchase Agreement referred to herein in every particular, without alteration or enlargement or any change whatever.

ADD NOTARY ACKNOWLEDGMENT

Transfer of the foregoing Installment Purchase Agreement, as indicated above is approved
this ____ day of _____, 20__.

Harford County, Maryland

By: _____
James M. Harkins
County Executive

EXHIBIT D
TO INSTALLMENT
PURCHASE AGREEMENT

TRANSFER OF AGREEMENT - SCHEDULE OF TRANSFEREES

The transfer of this Installment Purchase Agreement may be registered only by the Registered Owner under such Agreement in person or by its duly authorized officer or attorney upon approval by Harford County, Maryland upon presentation hereof to the Registrar, who shall make note thereof in the books kept for such purpose and in the registration blank below.

[illegible]

HARFORD COUNTY AGRICULTURAL
LAND PRESERVATION PROGRAM

(INSTALLMENT PURCHASE AGREEMENT NO. 2001-__)

DEED OF EASEMENT

THIS DEED OF EASEMENT made this ____ day of _____, 2001, by and between AUDREY RIKER, party of the first part, Grantor, and HARFORD COUNTY, MARYLAND, party of the second part, Grantee.

Explanatory Statement

A. The County Council of Harford County, Maryland enacted Bill No. 93-2 (as amended) (the "Act") adding a new Article II, Agricultural Land Preservation Program to Chapter 60, Agriculture, of the Harford County Code, as amended, for the purpose of establishing the Harford County Agricultural Land Preservation Program to preserve productive agricultural land and woodland which provides for the continued production of food and fiber for the citizens of the County;

B. By authority of the Act, the Grantee may purchase development rights from agricultural landowners by subjecting property to be purchased to an agricultural preservation easement restricting future development in perpetuity in the manner more specifically provided in the Act; and

C. The Grantor is the fee simple owner of the hereafter described parcel(s) of land located in Harford County, Maryland and desires to sell and convey to the Grantee an agricultural preservation easement to restrict such land to agricultural use in accordance with the Act and as hereinafter set forth.

D. Bill No. 01-18 passed by the County Council of Harford County, Maryland on _____, approved by the County executive on _____ and effective _____ authorizes Harford County, Maryland to purchase development rights in up to 70 acres of agricultural land from Audrey Riker.

NOW THEREFORE, in consideration of the sum of _____ (\$_____) and other valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to Harford County, Maryland, as Grantee, its successors and assigns, an agricultural preservation easement, together with and subject to the covenants, conditions, limitations and restrictions hereafter set forth so as to constitute an equitable servitude thereon, in, under and over the parcel(s) of land situate in the _____ Election District of Harford County, Maryland and being more particularly described in Exhibit A attached hereto.

successors and assigns, an instrument in recordable form releasing such lot from the force and effect of this Deed of Easement and all covenants, conditions, limitations and restrictions herein set forth.

2. The Grantor may at any time hereafter request the right to construct, use and occupy a tenant home on the above described land in accordance with the conditions established within Section 267-26(D)(6) of the Harford County Zoning Code. Such request (a) must be made by letter provided to the Department of Planning and Zoning and (b) shall be subject to review and recommendation of the Agricultural Advisory Board.

3. The child of the Grantor may at any time hereafter request a two (2) acre or less lot exclusion for the exclusive residential use of that child. Such request (a) must be made by letter provided to the Department of Planning and Zoning from both Grantor and the child verifying the intention of the child to live in a dwelling situate within the lot so excluded; and (b) shall be subject to the review and recommendation of the Agricultural Advisory Board. Upon such request and recommendation of the Agricultural Advisory Board, Grantee shall execute and deliver to the child, his/her personal representatives, successors and assigns, an instrument in recordable form releasing such lot from the force and effect of this Deed of Easement and all covenants, conditions, limitations and restrictions herein set forth.

G. The exclusion of lots pursuant to the provisions of paragraph F above from the force and effect of this Deed of Easement and all covenants, conditions, limitations, and restrictions herein set forth shall be subject to the following conditions:

1. The total number of such lot exclusions may not exceed one lot for each twenty-five (25) acres contained within the above described land;

2. The maximum size of any lot so excluded may not exceed a maximum lot area of two (2) acres, including within such area all Harford County right-of-way requirements; and

3. The Grantor requesting a lot exclusion shall be required to repay the County for each lot so excluded in an amount equal to the amount paid per acre by Harford County to the Grantor to acquire the above described land plus all costs associated with the establishment of such lot.

H. The rights reserved to the Grantor under paragraph F to request a lot exclusion shall be deemed a personal covenant only and one that is not intended to run with the land and shall belong only to and may be exercised only by the Grantor named in this instrument.

I. The Grantor reserves the right to use the above described land for any agricultural use (as defined in the Act) and further reserves all other rights, privileges, and incidents to the ownership of the fee simple estate in the above described land not hereby conveyed or otherwise limited by the covenants, conditions, limitations and restrictions herein set forth.

J. This instrument shall not be deemed to provide for or permit public access to any privately owned land.

K. The easement conveyed to the Grantee for the parcels of land described in Exhibit A is based upon ____ acres, less ____ acre of land containing ____ residence on which an easement is not being conveyed and for which no consideration is being paid.

The Grantor further covenants that the Grantor has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that Grantor will warrant specially the property interest hereby conveyed; and the Grantor will execute such further assurances of the same as may be required.

As used herein the singular form of a word includes both the singular and plural, the plural form of a word includes both plural and singular, and reference the words of certain gender includes reference to all genders.

No determination by any court, governmental body or otherwise that any provision of this Deed of Easement is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other such provision or (b) such provision in any circumstance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

SIGNATURES APPEAR ON FOLLOWING PAGE

WITNESS THE HAND AND SEAL of the undersigned.

WITNESS:

AUDREY RIKER (SEAL)

STATE OF MARYLAND, COUNTY OF HARFORD, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 2001 before me, the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared AUDREY RIKER, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and he acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires:

I HEREBY CERTIFY that the foregoing Deed of Easement was prepared by or under the supervision of a member of the Bar of the Court of Appeals of Maryland.

Stephen C. Winter

After recording, please return to:

Stephen C. Winter, Esquire
Miles & Stockbridge P.C.
600 Washington Avenue Suite 300
Towson, Maryland 21204
410-823-8198